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d/b/a Ferguson Full Service Supply.*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re

Chapter 11

GENERAL MOTORS CORP., et al

Case No.: 09-50026 -REG
Jointly Administered

Debtors.

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**LIMITED OBJECTION BY FERGUSON ENTERPRISES, INC.
d/b/a FERGUSON FULL SERVICE SUPPLY TO
PROPOSED ASSUMPTION AND ASSIGNMENT OF THE ASSUMABLE
EXECUTORY CONTRACT(S) WITH FERGUSON ENTERPRISES, INC.**

Ferguson Enterprises, Inc., d/b/a Ferguson Full Service Supply ("Ferguson") hereby submits this objection (the "(Objection)") to the Second Notice of (I) Debtors' Intent to Assume and Assign Additional Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property which was accompanied by a copy of the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (the "Second Notice"), which was mailed to Ferguson by the Debtors on or about June 23, 2009.

In support of this Objection, Ferguson states as follows:

1. The Debtors commenced their voluntary Chapter 11 bankruptcy cases on June 1, 2009.
2. On June 29 2009, Ferguson received the Second Notice.

3. Pursuant to the instructions on the Second Notice, Ferguson has logged in to the Contract Notices website provided by the Debtors. Ferguson has determined that the Debtors have the contracts for Ferguson identified under Vendor Master ID: 004397659 and most of the contracts identified therein reflect the Supplier Name as Kennametal Inc.

4. Ferguson acquired substantially all the assets of Full Service Supply Inc. from Kennametal in 2005.

5. Upon further investigation, Ferguson has determined that the Debtors identify Ferguson as Ferguson Full Service Supply. The vendor number assigned to Ferguson by the Debtors is 11-946-3292. This vendor number is applicable to both Romulus and Livonia locations for which there are contracts which the Debtors intend to assume. This vendor number is applicable also to the Flint location where there is no current contract to assume.

6. Ferguson has no objection to the assumption of the Assumed Contracts provided that the correct cure amount or amounts are paid. However, the Cure Amounts for the Livonia and Romulus locations is \$2,039,376.08. The Debtors' amount of \$1,741,037.08 is incorrect.

7. Ferguson is filing this objection to preserve its rights to assure that the Debtors utilize the correct intended cure amount and number of contracts the Debtors are actually intending to assume. Insofar as the Debtors provide and pay the correct cure amount, Ferguson does not object to the assumption of its contracts

8. Further, Ferguson preserves its rights to object to the cure and assumption if it is determined that there are post-petition sums remaining due and owing as well as pre-petition defaults.

Dated: July 7, 2009
Syosset, New York

By: s/Wanda Borges
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